

COLLECTIVELY BARGAINED AGREEMENT
BETWEEN THE
WACHUSETT REGIONAL EDUCATION ASSOCIATION, INC. - UNIT B
AND THE
WACHUSETT REGIONAL SCHOOL DISTRICT

JULY 1, 2020 THROUGH JUNE 30, 2021

Preamble

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws (MGL), this Agreement is made between the Wachusett Regional School District, hereinafter referred to as the "District," and the Wachusett Regional Education Association, Inc., hereinafter referred to as the "Association" or the "W.R.E.A."

The provisions of this Agreement listed below shall supersede and take precedent over any and all like provisions, practices, or interpretations contained in collective bargaining agreements entered into prior to the effective date of this Agreement.

The parties recognize that this Agreement sets expectations for employment between and among the District and the members of the Association. The parties recognize that this Agreement has as its goal the engagement of students in learning and their academic achievement.

NOTE: Wherever this Agreement refers to "employee," that term means "member of the bargaining unit." Wherever this Agreement refers to "District" or "Superintendent" these terms mean the "Superintendent or designee" and denotes an administrative function.

ARTICLE 1

Recognition

For the purposes of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising thereunder, the District recognizes the Association as the exclusive bargaining agent and representative of all full and part time Speech Therapy Assistants, Certified Occupational Therapy Assistants and Physical Therapy Assistants, herein at times referred to as SLPA, COTA, and PTA respectively and excluding all other employees.


ARTICLE 2

Continuation of Old Agreement and Complete Agreement

- A. 1. The effective date of this agreement shall be upon the signature of both parties. All provisions for school year employees shall be effective July 1, 2020 and shall continue up to and including June 30, 2021 and shall thereafter automatically renew itself for successive terms of one year unless by the October 1 prior to the expiration of the contract year involved, either the District or the Association shall have given the other written notice of its desire to modify or terminate this Contract; whereupon the parties shall meet in good faith negotiations for a successor agreement. During negotiations this contract shall remain in effect in its entirety.
2. Full year employees will remain on the same salary and benefit structure until the start of each new school year.
- B. This contract represents the entire agreement of the parties. There are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. This agreement fulfills and resolves all outstanding grievances existing prior to its effective date.

Wachusett Regional School District

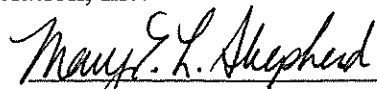
By:


Darryll McCall, Ed.D.
Superintendent of Schools

Date: 10/7/20

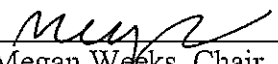
Wachusett Regional Education
Association, Inc.

By:


Mary E. Lampron-Shepherd
President

Date: 10/8/2020

By:


Megan Weeks, Chair
Wachusett Regional School District Committee

Date: 10/9/20

ARTICLE 3

Waiver

In the event that any provision of this agreement is or shall at any time be declared contrary to law, and as a consequence thereof, bargaining unit members would lose a benefit which they currently possess under this agreement, the parties agree to negotiate a replacement benefit of comparable value. All other provisions of this agreement shall continue in effect.

ARTICLE 4

Just Cause

After one (1) year from the date of initial employment, no member of the bargaining unit covered by the recognition clause of this contract shall be suspended without pay or discharged without just cause. Nothing in this article shall limit the parties' rights as outlined in the Massachusetts General Laws.

ARTICLE 5

No Strike

Both parties to this agreement agree to abide by MGL, Chapter 150E, Section 9A.

ARTICLE 6

Management Rights

The District retains and reserves all regular and customary functions of management and all powers, rights, and duties it has under law, except as abridged, delegated, granted, or modified by this Agreement. The District reserves the right to subcontract services provided that the subcontracting does not result in the layoff of a bargaining unit member.

ARTICLE 7

Grievance Procedure

A. Definition

Any claim or complaint by the Association or one or more members thereof that there has been a violation, misrepresentation, or misapplication of this Agreement relating to wages, hours, or other conditions of employment shall be a grievance, but matters covered by applicable law or by regulation of any agency having jurisdiction over the parties hereto shall not be deemed a grievance.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems, which may from time to time arise under this Agreement affecting the working conditions of employees covered by this Agreement.
2. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Informal Procedure

1. Nothing herein contained shall be construed as limiting the right of any employee covered by this Agreement having a grievance to discuss that matter informally with any appropriate member of the administration, and to have the grievance adjusted on such a basis without bringing in the Association, provided the adjustment is not inconsistent with the terms of the Agreement.
2. A written copy of the adjustment shall be forwarded to the W.R.E.A. president and the Superintendent from both parties within five (5) school days of the decision.
3. At the option of the employee covered by this Agreement, a representative of the Association will be given the opportunity to be present at the conclusion of the informal procedure and to state its views. It is understood that only by the procedure delineated in Section D below may a party proceed to Level Three arbitration.

D. Formal Procedure

Level One Principal

1. An employee covered by this Agreement who has a grievance will first set forth his/her grievance in writing on the Grievance Report attached to this Agreement APPENDIX B, Grievance Report and submit it to the principal within twenty (20) school days from the date of the event or events giving rise to the grievance or within twenty (20) school days from the date the grievant was aware of, or reasonably should have been aware of, the event or events giving rise to the grievance, but not to exceed sixty (60) school days from the event or events giving rise to grievance. Said grievance shall include the provision(s) of the contract that the grievant(s) contend(s) was (were) violated or misapplied.
2. For the purposes of this Article, a school day is defined as a day school is actually in session.
3. The principal has five (5) school days to meet with the grievant.
4. Following this meeting, the principal has five (5) school days to render a written decision.

Level Two Superintendent

1. If the grievant is not satisfied with the disposition of the grievance at Level One or if no written decision has been rendered within the time limits set forth in Level One, the grievant must file an appeal within twenty (20) school days after the written decision was due at Level One.
2. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any, rendered at Level One.
3. Within ten (10) school days after the receipt by the Superintendent or designee of the written grievance, the Superintendent or designee shall meet with the Association and the grievant.
4. Within ten (10) school days, the Superintendent shall render a decision in writing.

Level Three: School District

1. The School District may designate a subcommittee to hear grievances in accordance with the process set forth below. The subcommittee shall have the authority to settle all grievances with the Association that are heard at Level 3 of the grievance procedures in this agreement.
2. If the grievant is not satisfied with the disposition of the grievance at Level Two or if no written decision has been rendered within the time limits set forth in Level Two, the grievant must file an appeal within twenty (20) school days after the written decision was due at Level Two.
3. Such appeal shall be in writing, setting forth the details of the grievance, the applicable provisions of the Agreement, and the decision, if any rendered at Level Two.
4. Within ten (10) school days after the receipt by the School District or designee of the written grievance, the School District shall schedule a hearing with the Association and the grievant in executive session at the next regularly scheduled School District meeting.
5. Within ten (10) school days, the School District shall render a decision in writing.

Level Four Arbitration

1. If the grievant is not satisfied with the decision of the School District has rendered no decision, the Association may, within fifteen (15) school days thereafter, submit the grievance to arbitration by notifying the Superintendent in writing of its desire to have the grievance arbitrated.

2. The Association may submit the grievance to the American Arbitration Association to be arbitrated in accordance with its current rules.
3. The decision of the arbitrator shall be final and binding.
4. The arbitrator's decision shall be submitted within thirty (30) days from the date of the hearing completion.
5. The costs of the arbitrator shall be shared equally by the District and the Association, including per diem expense, if any, and actual and necessary travel and subsistence expenses.
6. The arbitrator's award shall be in writing and shall set forth the findings of fact, reasoning, and conclusions. The arbitrator shall have no power to add to, subtract from, or modify any of this Agreement.

E. Miscellaneous

1. All written grievance communications, documents and records shall be maintained in a file separate from the personnel file of any employee involved in a grievance proceeding. Unless requested in writing to do otherwise by all employees named in such records, any documents, communications and records dealing with the processing of the grievance will be kept in the strictest confidence.
2. The Superintendent will, upon request in writing, make available to the Association, school department records, including employee personnel files, when authorized by the employee whose file is requested, and documents in its possession necessary to the processing of any grievance.
3. Every effort will be made by all parties in interest to schedule grievance and/or arbitration sessions in the participants' nonworking hours or after school. However, arbitration proceedings may be scheduled by the District or its agent during the school day.
 - a. One (1) Association representative will be released from assigned duties to attend arbitration hearings scheduled during the school day.
 - b. Employees will be released from assigned duties without loss of pay as necessary and as required by any party in interest, to permit participation in the proceedings as a witness.
 - c. Such witness will be covered for the amount of time necessary to travel to and from the hearing and to testify at said hearing.
4. Any grievance that is Bargaining Unit Member(s) or Building specific shall be filed at Level One; all others may be initiated by the Association at Level Two. The Superintendent may remand any matter initially filed at Level Two to the Building Level for a period of ten (10) school days.

5. The District and the Association view the grievance and arbitration procedure, as a problem solving procedure, which may be used with impunity.
6. If the grievant fails to present the grievance at each level in writing within the specified time, said grievance shall be considered to be waived.
7. By mutual agreement, the parties may agree to extend any of the time limits delineated in this Article.

ARTICLE 8

Reduction in Force (RIF)

It is recognized that it is within the sole discretion of the School District and the Superintendent to reduce the staff, if necessary, because of a decrease in enrollment, a decrease in revenues, or for any other reason sufficient under the General Laws of this Commonwealth. Members of the bargaining unit with less than three years of service are not covered by the reduction in force language. Any implementation of reduction in force not in accordance with these procedures may be subject to grievance, arbitration, or bargaining at the election of the Association. The reduction shall be accomplished as follows:

A. Order of Reduction

1. Length of Service shall be an employee's length of uninterrupted service in the Wachusett Regional School District, measured from his/her first scheduled workday.
2. Authorized leaves of absence shall not be considered interruption of service for the purposes of this Article only.
3. In the event two or more employees have equal length of service, then the more senior person shall be determined by a coin flip.
4. Section a below shall remain in full force and effect until such time that the parties reach agreement and ratify appropriate changes to the evaluation procedures as described in Article 16 below. Following that agreement, section a shall sunset and be replaced with:

Reductions in force shall occur within categories (OTA, PTA, SLPA) and shall be based on an employee's qualifications. Qualifications shall include job performance and the best interest of the students as defined by the annual evaluations conducted consistent with Article 16. In the event that qualifications are equal, the less senior employee shall be reduced.

- a. Reduction in force shall be determined within categories (SLPA, OTA, PTA) and by the criteria as defined in subsections 1 and 4 above.

B. Notification

The Superintendent shall provide written notice to the Association and notification by certified mail at the address of record to the employee(s) to be affected by reduction in force, providing reasons therefore, as soon as reasonably possible prior to the start of a school year. It is the sole responsibility of the employee to keep the District informed of any changes in his/her address of record.

C. Recall

1. Any reduced employee laid off pursuant to this article shall have the rights to any position for which he/she is licensed for a period equal to the number of years of service to the District but not more than two years commencing from date of notification. Such recalled employee shall be placed on the salary schedule at no lower level than he/she would have attained in the year following lay off and with continued seniority. Further, the recalled employee shall be granted any benefits he/she had accrued up to the point of his/her termination.
2. Reduced employees shall be recalled in their inverse order of the reduction.
3. The Superintendent shall notify, by certified mail to his/her last address of record, a reduced employee to be recalled. If a reduced employee fails to notify the Superintendent within fifteen (15) days from the date of mailing of said notice, he/she shall forfeit all such recall rights. It is the sole responsibility of the reduced employee to keep the District informed of any change in his/her address of record and licensure status.

D. Attrition

To the extent possible and practical, normal attrition will be used to accomplish any reduction in force.

E. Miscellaneous

The Superintendent will make every effort to provide alternative opportunities for displaced employees wherever possible in accordance with this Article.

F. Introduction of Change

1. Technology shall be used as a tool to enhance the services to students and shall not be used for the purpose of Reduction in Force. Bargaining unit members are responsible to upgrade their skills in the uses of technology.
2. The District and Association agree to work collaboratively and cooperatively to improve the skills of members of the bargaining unit.
3. Members of the bargaining unit will not be reduced in force as a result of sub-contracting services.

ARTICLE 9

Vacancies, Promotions and Transfers

- A. Whenever any vacancy in a bargaining unit position occurs, the vacancy will be publicized by notice on the bulletin boards within the schools.
- B. During July and August, the District shall notify the President of the Association of any such vacancy and provide a public information recording listing all vacancies in the District as described above, which will be updated biweekly.
 - 1. Position(s) will be posted internally for a minimum of seven (7) calendar days before being filled.
 - 2. The qualifications for a position and its duties shall be included in the posting.
 - 3. The District will interview at least three (3) qualified applicants from within the bargaining unit. If there are fewer than three (3) qualified applicants from within the bargaining unit, all qualified bargaining unit members will be interviewed.
 - 4. If the principal, in his/her sole discretion, does not select any of the candidates from within the bargaining unit, the position may be filled by a candidate who is not a member of the bargaining unit.
- C. For bargaining unit members, at the end of the first or second year of the transfer position, either the bargaining unit member or the principal, in his/her respective discretion, may require a transfer back to the previous year's position, provided that the position (or comparable position) is available.
- D. The provisions cited in this Article dealing with the principal's exercise of discretion shall not be subject to the grievance and arbitration procedures outlined in this Agreement.
- E. For newly employed members of the bargaining unit, initial salary step placement shall be at the District's discretion. Academic credentials shall determine lane placement.
- F. The District shall make every effort to fill permanent vacancies in a timely manner with permanent replacements who are members of the bargaining unit. For the purposes of this section, a six month period is considered a reasonable period while a two year period is considered to be an unreasonable period.

ARTICLE 10

Involuntary Transfers

- A. Involuntary transfer will occur only when necessitated by unusual situations or during reduction in force situations.
 - 1. An unusual situation is defined as any situation where involuntary transfer would be in the best interest of the individual employee and the District as determined by the Superintendent.
 - 2. Reduction in force situations would include any situation where an involuntary transfer would be necessitated by programmatic changes implemented by the District.
- B. When involuntary transfers are necessary, a meeting may take place, at the affected member's request, with the member(s) involved, the Superintendent and the Association president at which time the member(s) will be notified of the reason for the transfer.

ARTICLE 11

Provisions for the School Year and Calendar

- A. The bargaining unit member's work year shall consist of 182 workdays to include 180 student days, one (1) staff orientation day, and one (1) staff development day as determined by the member.
- B. Prior to finalizing the school calendar, the District will provide the Association the opportunity to have input.
- C. The District and the Association agree that the overall traditional recesses in the school year shall be maintained.
- D. The school year MAY begin on the Monday before Labor Day.
- E. The school year will end no later than June 30.
- F. Itinerant service providers shall not be assigned duties.

ARTICLE 12

Provisions for the Work and School Day

- A. The workday for bargaining unit members shall begin no earlier than 7:00 AM and end no later than 3:45 PM.

- B. If there is a delay in the opening of school or early closure, the delayed opening/early closing shall apply to all members of the bargaining unit without loss of compensation.
- C. Workday
 - 1. The workday for bargaining unit members will be a contiguous range of seven (7) to seven and one-half (7 ½) hours, which includes a thirty (30) minute unpaid lunch period and to include any before or after school duties.
 - 2. Bargaining unit members will be provided time during the work day for responsibilities relating to licensure, recordkeeping and other duties assigned by the Director.
- D. Other Work Provisions
 - 1. The member's workday shall include a contiguous thirty (30) minute duty free lunch.
 - 2. Other than duty free lunch, bargaining unit members will not leave the building without authorization of the building principal/designee excepting in emergencies when the principal/designee will be notified of the nature of same or in the case of itinerant positions.

ARTICLE 13

Working Conditions

A. General Conditions

Although the principal responsibility of unit members is to function within their area of licensure or expertise, all members of the bargaining unit contribute individually and collectively to the successful operation of school buildings, the school District, and the education of the students therein.

- 1. In assigning students to members, the administration shall make every effort to work with staff to determine appropriate caseload relative to educational, safety and financial considerations. Appropriate case load includes: work load, assignment, distribution and balance of case load, non-teaching duties, and similar matters and shall be done in a fair, impartial, and equitable manner.
- 2. Members of the bargaining unit accept responsibility for classroom order and management. In the event that individual student behavior becomes disruptive to the education of others in the class, bargaining unit members shall receive administrative support.

ARTICLE 14

Staff Development Planning

- A. Utilization of staff development time referenced in this Article shall be developed with input from the Association annually. Consideration shall be given to school/department site activities, varied experiences and opportunities.
- B. This time shall be planned so as to provide eligibility for credit necessary to maintain licensure/certification. Individual groups of members may submit proposals to the Principal, for Superintendent and Principal approval, for staff development programs for these days.
- C. Bargaining unit members may submit proposals for the first professional development day to their building administrator and/or Superintendent prior to June 30th of the preceding school year and prior to December 31st for the second professional development day of that respective school year.
- D. Recognizing the importance of professional development in maintaining a highly qualified staff, the District shall allow members of this bargaining unit access to the sum of money each fiscal year equal to two times the Masters, Step 1 salary for that year that is set aside for the WREA Unit A. These funds will be for the specific use by the members of the WREA to help defray the costs associated with professional development.
 - 1. These costs may include, but are not limited to, conference expenses, school visits, course fees, travel directly associated with professional development, and workshop fees for WREA members attending professional development.
 - 2. WREA members who wish to avail themselves of professional development opportunities as outlined in this article may apply to the District in writing for payment up to, but not exceeding, the costs associated with such professional development, pending administrative approval. The District reserves the right to retroactively increase funding if all professional development monies have not been requested by June 1 of the school year.
 - 3. Any monies that have not been spent during the current school year will be forfeited.
 - 4. When possible, WREA requests for administrative approval and payment under this article must be made, in writing at least ten (10) school days prior to the opportunity and also must contain an explanation of the educational value of the request.
 - 5. Upon completion of professional development as outlined in this article, members may be requested to share this experience in writing and/or in person with other members of the District staff.

ARTICLE 15

Complaints and Discipline

- A. Any complaints (except charges of criminal conduct or administrative complaints of a nonacademic nature) regarding a member of the bargaining unit made by any parent, student or other person, and impelling some official cognizance by the Superintendent, shall be promptly called to the attention of the employee in order that the employee may rectify the situation or answer such complaints.
- B. The bargaining unit member will be first notified of the charges to be proffered against him/her and will be entitled to have representation of his/her own choice present during the discipline session.
- C. Every effort will be made to treat professional staff in a professional manner.

ARTICLE 16

Evaluation System

Upon ratification of this agreement by both parties, the parties agree to establish an Evaluation Committee, composed of at least three (3) members of the association as appointed by the President and representatives of the Administration to meet at least monthly. This committee shall develop a new evaluation system that will provide feedback to employees, in the form of commendations and recommendations for improvement and allow for targeted feedback on the practice of the employees with input from their immediate supervisor.

ARTICLE 17

Provisions for Leave

Under extraordinary circumstances not covered below, a member of the bargaining unit may apply to the District for special leave consideration.

- A. Sick Leave
 - 1. A member of the bargaining unit with less than five (5) years of service shall earn sick leave at the rate of one and two tenths (1.2) days per month of employment; such annual accrual shall be capped at twelve (12) days per year and a member may carryover a maximum of one hundred eighty (180) days each school year.
 - 2. Any member of the bargaining unit with at least five (5) years of service shall earn sick leave at the rate of one and one half (1.5) days per month of employment; such annual accrual shall be capped at (15) days per year a member may carryover a maximum of one hundred eighty (180) days each school year.

3. A member of the bargaining unit, absent due to sickness or injury, shall notify his/her supervisor as early as possible before the starting time of the school day on each day of absence.
4. The District may require a medical examination of any member of the bargaining unit claiming leave under this Article in its discretion. Such examination is to be at the expense of the District by a physician selected by it.
5. In the case of absence due to an industrial accident, the District agrees to allow the member of the bargaining unit to make up the difference between regular take home pay and the amount received from workers' compensation. The amount of such difference shall be charged against the employee's accrued sick leave. If no sick leave is available, the employee may not recover any difference in pay.
6. For illness of the member of the bargaining unit member's immediate family, which necessitates the bargaining unit member's absence from school, up to five (5) days per year may be charged to the bargaining unit member's personal sick leave.

B. Personal Leave

1. All members of the bargaining unit shall be entitled to three (3) personal days per year, for the purpose of conducting personal business that must be conducted during regular work hours, two (2) days of which can be used consecutively for reasons such as weddings and graduations that require travel. Personal days require the prior approval of the Superintendent or designee and are at full pay. The District reserves its right to make requests regarding the use of personal time by Association members when adherence to the definition of personal time is in question.
2. In cases of emergency, the notice requirement may be waived at the discretion of the District. The District shall reply to said requests promptly.
3. Bargaining unit members' unused personal days shall be converted to unused sick days and be added to the members' total sick day accrual at the end of the school year. Bargaining unit members may carryover one (1) unused personal day per year with a cap of four (4) personal days allowed.
3. The following list of reasons for personal days is considered examples acceptable by the District: family medical appointment, legal matters, graduations, funerals, personal real estate transactions, and estate or inheritance transactions.

C. Bereavement Leave

1. In the event of the death of a member of an employee's immediate family (e.g., husband, wife, parent, parent-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepchild, grandparent, grandchild and

domestic partner), the employee will be allowed to take up to five (5) bereavement days per event.

2. Members of the bargaining unit will be granted one (1) day at full pay per event on the death of an aunt, uncle, niece, or nephew who lives at an address other than that of the employee.
3. In cases where there is a documented need to travel out of the area for funeral services, the employee may appeal for additional bereavement day(s).

D. Adoption Leave

1. Adoption Leave: In the case of an adoption, the member will be allowed up to eight (8) weeks leave. Accumulated sick and personal leave may be applied during the leave period for up to five (5) family illness days in accordance with section A (6) which an attending physician certifies the need for parental care rendering the employee unable to work.

E. Parental Leave and Child Rearing Leave

A member of the bargaining unit who has completed three (3) or more months (90 calendar days) of continuous and unbroken service within the system shall be eligible for parental leave, as described in the sections below of this article, if the member of the bargaining unit provides to the Superintendent or his/her designee written notice at least two (2) weeks in advance of the expected departure date and of the intention to return to employment in the system.

1. Parental Leave. Pursuant to the MGL, Chapter 149, Section 105d, each employee shall be entitled to up to eight (8) weeks of parental leave without pay for the purpose of giving birth or for the placement of a child under the age of 18, or 23 if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt a child. If there are two (2) employees employed by the District, they will only be entitled to eight (8) weeks of parental leave in the aggregate for the birth or adoption of the same child.
 - a. Accumulated sick leave may be applied to those days during the maternity leave period for which the female's attending physician certifies that she is disabled and unable to work.
 - b. In cases of miscarriage or stillbirth, the employee may return earlier than originally intended by so notifying the Superintendent or his/her designee.
2. Child Rearing Leave. At the end of the maternity leave (or with the arrival of an adopted child), child rearing leave may be granted at the discretion of the Superintendent, after the written request of the employee for a period of up to the remainder of the school year. A member of the bargaining unit may apply for

additional unpaid leaves of absence, subject to the Unpaid Leave provision detailed below.

3. Return From Leave. The member of the bargaining unit is entitled to return to a similar position with at least the same salary level and benefits coverage for which the member of the bargaining unit was eligible under the contract in force on the date that the member's leave commenced (subject to exceptions defined in MGL, Chapter 149, Section 105d).
 - a. During extended child rearing leave, the member of the bargaining unit shall not accrue time toward sick leave, seniority or other advantage or right of employment normally incidental to the employee's position, provided, however, that upon return to work such employee shall be granted all leave, seniority and length of service credit which he or she had at the start of the extended child rearing leave.
 - b. In cases where the member of the bargaining unit has completed half of the school year in which leave commences, the member of the bargaining unit will be eligible for customary salary progression upon return.
 - c. In cases where the member of the bargaining unit has been granted a child rearing leave for the remainder of the school year, said teacher must notify the District of his/her intention to return to his/her position in the following school year by February 1 of the school year in which the leave is taken.
4. Family and Medical Leave. Up to twelve (12) weeks of leave may be granted to eligible members of the bargaining unit for family and medical leave purposes in accordance with the Federal Family and Medical Leave Act of 1993. Members of the bargaining unit may use their accrued sick and/or personal time prior to Family Medical Leave or they may retain any personal and/or sick days which have accrued prior to going on unpaid leave. Members are encouraged to contact the WREA and/or the WRSD for clarification when contractual Provisions for Leave are combined with Family Medical Leave benefits.

F. Military Leave

An employee in the Armed Forces Reserve or the National Guard, who shall be required to and does attend annual active duty for training, shall be paid the difference between compensation regarding official government records, and his/her regular compensation; provided that such military leave does not exceed seventeen (17) days in any twelve (12) month period, and shall not include payment to members of the Armed Forces Reserve or National Guard who may be mobilized during an emergency.

G. Court/Jury Duty

In accordance with MGL, Chapter 234A, any employee required to serve jury duty shall be paid the difference, if any, between his/her regular wages and the jury duty

pay, over and above the amount he/she receives for jury duty, exclusive of allowance for travel and meals.

H. Unpaid Leave

A member of the bargaining unit covered by this Agreement may, upon application to the District, be granted authorized absence without pay.

1. Leave of absence without pay of up to one (1) year may be granted to any recognized member of the bargaining unit, at the discretion of the District. When applying for such leave, the employee must include the reason for said request. A member of the bargaining unit may apply for additional unpaid leaves of absence.
2. If the stated purpose for the requested leave changes before or after its approval, the member of the bargaining unit must immediately notify the Superintendent and such member of the bargaining unit may be subject to immediate recall.
3. Continued participation in the District's insurance coverage plans shall be allowed for all employees on approved leaves of absence, provided the bargaining unit member pays 100% of the premium.

I. General Provisions on Return from Leave

All salary and benefits to which a member of the bargaining unit was entitled at the time the leave of absence commenced including unused accumulated sick leave shall be restored upon return, and he/she shall be assigned to a similar position to that held at the time said leave commenced. If the same position is not available, the employee will be assigned to the most nearly equivalent position.

J. Sick Bank Leave

Members of the WREA Unit B shall be eligible to join WREA Unit A Sick Bank as described below:

1. Any actively employed member of the bargaining unit covered by this agreement is eligible for membership in this sick bank. WREA members will notify the Sick Bank Committee by October 1st, or within sixty (60) days of hire, that they want to contribute to the sick bank.
2. Any contributing member of this sick bank is eligible to receive benefits.
3. Membership in this bank shall be voluntary. Each member shall make an initial non-returnable contribution of two (2) sick days.
4. If the bank's total number of accumulated days falls below five hundred (500), members shall contribute one (1) day every successive year until the member has

contributed a total of five (5) sick days, as deemed necessary by the Sick Leave Bank Committee.

5. Any sick day contributions made to the bank will be permanently deducted from the Member's sick day total (i.e., a member who donates five (5) days would have a sick leave cap of one hundred seventy-five (175) days permanently).
6. Any Sick Bank days shall be carried over to successive years.
7. Sick Bank days may only be drawn after an applicant has exhausted all accumulated or accrued sick days.
8. Sick Bank days may only be granted for the applicant's extended disability resulting from illness and/or accident.
9. The Sick Bank shall be administered by a Sick Bank Leave Committee consisting of five (5) WREA members, designated by the President or his designee. Decisions by the Committee require a majority vote (3).
10. Applications for benefits can be made by an active, contributing member of the Sick Bank. Applications must be in writing, and at least twenty (20) days prior to the point at which the employee's sick leave is exhausted. (For extenuating circumstances the twenty (20) day waiting period can be waived.) The application must be accompanied by a doctor's letter certifying the need for extended leave and estimating the number of days needed for recovery.
11. The Sick Bank Leave Committee cannot act without a physician's statement.
12. The initial grant of sick leave by the Sick Bank Leave Committee cannot exceed twenty (20) days. Additional leave may be extended upon reconsideration of need by the Sick Bank Leave Committee.
13. The decision of the above Sick Bank Leave Committee shall be final and binding upon the teachers, the Committee, and the Association with respect to the administration of the sick leave bank and shall not be subject to grievance or arbitration.

ARTICLE 18

Personnel Files

A. Storage and Viewing

All personnel files dealing with employees covered by this agreement shall be housed at the Office of the Superintendent or other place as designated by the Superintendent or designee. Supporting documentation, including notes, preliminary evaluations, or any similar type of material may be retained by administrative personnel in the

personnel file, even after an evaluation or report that is filed in the personnel file has been completed.

B. Examination of Files

1. The member of the bargaining unit covered by this agreement may examine all material in his/her personnel file, as provided in MGL, Chapter 149 Section 52C and Chapter 71 Section 42C. Any document that the employee wishes to copy shall be subject to a reasonable copying fee established by the District.
2. Only authorized members of the District administration, clerical personnel in the Superintendent's Office, or a designated agent of the District shall have access to the contents of any employee's personnel file without the written consent of that employee.

C. Right to Review

Employees covered by this agreement shall have the right to review and respond to any material placed in his/her file with said response placed in the file.

D. Derogatory Material

1. The bargaining unit member will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.
2. Derogatory material not referenced in ARTICLE 15, which relates to an event or events that the District was aware of, or reasonably should have been aware of, may not be entered into the file after a period of sixty days of the date of the event or the knowledge thereof.

ARTICLE 19

Payroll Deductions

A. Method of Salary Payment

Unit B staff are hourly employees working during the school year and will be compensated over a traditional school year pay cycle of 21 bi-weekly pay periods. Weekly timesheets should be completed and sent to Payroll for the District's bi-weekly pay period.

B. Stipends

The employee will be paid for work done throughout a period of time in two equally-spaced payments, the first payment equal to one-half the stipend paid halfway through the period of service, and the remaining half at the completion of service.

C. Credit Unions, TSA's etc.

Payroll deductions for the IRA's, TSA's, retirement, stipends, savings accounts, insurance, and teachers association dues but not limited to these shall be made by the payroll department according to law.

D. Section 125 Deductions

1. Employee contributions toward medical insurance coverage can be excluded from taxable income, maintained by the District under Section 125 of the Internal Revenue Code of 1986, and the regulations issue there under as from time to time are amended, supplemented, and superseded by laws of similar effect.
2. At the time of employment, employees may elect to take advantage of Section 125.

E. Direct Deposit

At the employee's request, the District shall make direct deposit payments to a financial institution that participates in direct deposit.

ARTICLE 20

Personal Injury and Indemnification

- A. Members of the bargaining unit shall be eligible for Workers Compensation benefits for personal injury arising in the course of their employment.
- B. To the extent applicable, the District agrees to provide the indemnification established under MGL, Chapter 258, as amended, subject to the conditions set forth in said statute.

ARTICLE 21

Insurance

Note: Additional District employee benefits relative to insurance may be found in the Wachusett Regional School District Employee Handbook and/or on the Wachusett Regional School District website.

Employees covered by this Agreement who work at least twenty (20) hours per week on a regular basis may enroll in the following types of family and individual insurance programs:

A. Insurance

1. Health, dental, life, disability (long-term) and vision insurance shall be provided by the District in conformance with the PEC agreement.

B. Leave

Continued participation in the foregoing insurance coverage plans shall be allowed for all employees on approved leaves of absence, provided he/she pays 100% of the premium.

C. Flexible Spending Accounts

The District agrees to establish Flexible Spending Accounts, administered by the District, for members.

ARTICLE 22

WREA President

The Association President and the Superintendent agree to work together in a cooperative relationship to benefit the children and staff of the District and to promote the District throughout the community and state. In that endeavor, periodically, the President may request accommodation to assist in accomplishing the above. Such accommodation may be provided at the discretion of the Superintendent after consideration of the effect such accommodation would have on the instructional program.

ARTICLE 23

Association Activities

The District agrees to provide each of four (4) offices (President, Vice President, Secretary and Treasurer) of the Association, days for Association Activities, not to exceed twenty-one (21) days total per academic year, not to exceed five (5) days per individual per academic year with the exception of the Association President who will be allotted six (6) days per academic year.

ARTICLE 24

Reserved

ARTICLE 25

Salary

A. Salary Schedule

The salary schedule is attached as Appendix A of this agreement.

ARTICLE 26

General Provisions

A. Mileage Reimbursement

Each member of the bargaining unit shall be reimbursed for prior-approved, official district related travel consistent with applicable School District policy.

B. Course Reimbursement

Bargaining unit members will be fully reimbursed for any course or conference approved in advance by the Superintendent. Any member of the bargaining unit who wishes to have a course or conference reimbursed shall make a written request to the Superintendent prior to matriculating into the course or conference. If approval is not granted by the Superintendent prior to the first day the course or conference meets, the District shall not reimburse the member of the bargaining unit for any costs associated with said course or conference. The approval of reimbursement is the sole and exclusive discretion of the District.

C. Establishment of District

The WREA agrees to establish a District whose charge shall be to work cooperatively with the Wachusett Regional School District on issues of common interest. Such issues shall include, but not be limited to, passing overrides, increasing State education funding, improving the District's image and supporting budget presentations at town meetings. Nothing herein shall be construed to limit an individual unit member's political rights.

ARTICLE 27

Part-Time Employees

A. Part-time employees shall be entitled to all other applicable benefits of the Agreement except as set forth below:

1. Sick Leave - A part-time Employee shall be entitled to an allotment of days pro-rated based on either the proportion of a day or a proportion of the week usually worked.
2. Personal Leave - A part-time Employee shall be entitled to at least one (1) personal leave day, and if employed sixty (60%) percent or more of a full-time schedule to two (2) personal leave days.

3. Part-time Employees shall attend one (1) of the two (2) professional development days and will receive a per diem rate.

APPENDIX A

Last Name	First Name	Active Status	Job Class Desc	Hire Date	2020-2021 Pay Hourly Rate	Pay FTE	Daily Hours Paid	Days Per Work Year
		A	SPEECH ASSISTANT	02/25/2002	\$34.87	1.0000	6.5	182
		A	PHYSICAL THERAPY ASST.	08/31/2010	\$30.17	1.0000	6.5	182
		A	SPEECH ASSISTANT	09/13/2004	\$29.91	1.0000	6.5	182
		A	COTA	10/01/2001	\$29.50	1.0000	7	182
		A	PHYSICAL THERAPY ASST.	08/27/2012	\$28.72	1.0000	6.5	182
		A	COTA	09/04/2002	\$27.60	1.0000	7	182
		A	COTA	08/31/2005	\$27.60	1.0000	7	182
		A	SPEECH ASSISTANT	08/27/2012	\$27.60	1.0000	6.5	182
		A	SPEECH ASSISTANT	03/23/2015	\$27.60	1.0000	6.5	182
		A	SPEECH ASSISTANT	08/27/2018	\$26.01	1.0000	6.5	182
		A	SPEECH ASSISTANT	08/27/2018	\$26.01	1.0000	6.5	182
		A	SPEECH ASSISTANT	10/07/2019	\$25.50	1.0000	6.5	182
NEW1			ANY POSITION		\$25.00		6.5-7 hours	182

APPENDIX B

**WACHUSETT REGIONAL SCHOOL DISTRICT/
WACHUSETT REGIONAL EDUCATION ASSOCIATION, INC.**

Grievance Report

Name of Grievant: _____

School/Location: _____

Date Filed: _____ Grievance Number: _____

NATURE OF GRIEVANCE:

REMEDY SOUGHT:

Grievant Signature

Association Representative Signature

Grievant Print Name

Association Representative Print Name

Date

Level One:

Principal's Response:

Date: _____

Level Two:

Due Date: _____

Superintendent's Response:

Date: _____

Level Three:

Due Date: _____

School District's Response:

Date: _____

Level Four:

Due Date: _____

Arbitrator's Award:

Date: _____

APPENDIX C

WACHUSETT REGIONAL SCHOOL DISTRICT

LOCATION: _____

2018 – 2019 ANNUAL SUPPORT STAFF REVIEW

POSITION: _____

NAME: _____

HIRE DATE: _____

CHECKLIST

In each group below, circle the appropriate number before the descriptive phrase, which most nearly typifies the employee's performance. In any case where an employee receives a "2" or "1" on any individual area below, except in category 1 "Attendance" or category 5 "Appearance", the evaluator shall attach comments on the reverse side of this form that should include suggested corrective action and a date for further review and progress.

1. ATTENDANCE

- 3 Exemplary
- 2 Does not affect work
- 1 Affects work
- 0 Non attendance justified due to FMLA, a documented illness, or other serious condition

2. PROMPTNESS IN REPORTING TO WORK

- 5 Rarely, if ever, late
- 4 On time more than average
- 3 Usually on time
- 2 Often tardy
- 1 Nearly always late

3. WORK ATTITUDE

- 5 Enthusiastic, active interest
- 4 Definite interest in work
- 3 Average interest
- 2 Sometimes indifferent
- 1 Complains or acts unconcerned

4. ATTITUDE TOWARD OTHERS

- 5 Strong force for group morale
- 4 Good self-control/cooperative
- 3 Normal self-restraint
- 2 Sometimes difficult to work with
- 1 Not cooperative

5. APPEARANCE

- 2 Appropriate for school
- 1 Inappropriate for school

6. KNOWLEDGE OF WORK

- 5 Thoroughly familiar with all phases of work
- 4 Well informed
- 3 Adequate Knowledge of job
- 2 Limited knowledge of job
- 1 Inadequate comprehension

7. INITIATIVE

- 5 Seeks/sets additional tasks for him/herself
- 4 Resourceful: completes suggested supplementary work
- 3 Alert to opportunities
- 2 A routine worker
- 1 Needs frequent direction

8. QUALITY OF WORK

- 5 Fulfills all responsibilities as assigned
- 4 Fulfills all responsibilities with minimal direction
- 3 Average
- 2 Requires additional supervision
- 1 Carries out only the simplest orders with help

9. OVERALL JOB

- 5 Superior
- 4 More than satisfactory
- 3 Satisfactory
- 2 Less than satisfactory
- 1 Unsatisfactory

ADDITIONAL COMMENTS

To be provided if the evaluator requires additional space for his/her comments or if any employee receives a "2" or "1" on any individual area of this checklist on the front side, except for Category 4:

PRINCIPAL COMMENTS

EMPLOYEE'S COMMENTS *(Optional)*

PRINCIPAL'S SIGNATURE

DATE

EMPLOYEE'S SIGNATURE

DATE

APPENDIX D

Extra-Curricular and Coaching Stipends

1. When bargaining unit members assume coaching and athletic positions, leadership, and academic stipend positions and student and activity (club) positions attached to this agreement they shall be compensated in accordance with the agreed percentage of Master's/Step 1 of the collective bargaining agreement.
2. It is expressly understood that nothing herein shall modify the rights of the District to make annual hiring decisions, determine the hours and duties to be performed and determine the amount of any stipend and method of payment. Nothing herein shall require the District to fill open or annual positions with bargaining unit members.
3. The parties agree and understand that with the exception of the list of positions with salaries, no other provisions of the collective bargaining agreement pertain to these positions. In addition, the District reserves the right to abolish and/or decide not to fill any of the positions contained herein.
4. Upon request, the District shall furnish the Association President with a list of all positions subject to this agreement and such positions shall become a part of the collective bargaining agreement for that year.

Extra-Curricular Stipends (Non-Athletic)

HIGH SCHOOL	% Masters Step 1 of Unit A Salary Schedule
WRHS	
Math Department Head	25.00%
Science Department Head	25.00%
Guidance Department Head	25.00%
Social Studies Department Head	25.00%
Foreign Language Department Head	25.00%
Art Department Head	8.00%
Music Department Head	8.00%
Physical Education Department Head	8.00%
Wachusett Partnership Program Dept. Head	8.00%
Audio Visual Director	20.00%
Band Director	10.00%
Choral Director	8.00%
Orchestra Director	8.00%
Model UN Advisor	2.50%
Echo Advisor	6.00%
Echo Graphics Advisor	3.50%
Rhubarb Pie Advisor (2)	1.00%
Science Fair Advisor	1.50%
Science Seminar	6.00%
Student Council Advisor	5.00%
Yearbook Advisor	9.00%
Yearbook Financial Advisor	3.00%
Faculty Manager	9.00%
Energy Educator	
National Honor Society Advisor	1.00%
Senior Class Advisor (5)	1.25%
Junior Class Advisor (5)	1.25%
Sophomore Class Advisor (5)	0.62%
Freshman Class Advisor (5)	0.62%
Messiah Director - biannual	
Messiah Accompanist - biannual	

Grant Funded Positions	
Smaller Learning Communities	
Leadership Team (15)	\$1,000

WRHS Revolving	
SAT Prep	Varies
Summer School	Varies

Theatre Stipends	
Stage Manager	1.50%
Costumer	0.80%
Choreographer	2.50%
Music Director	4.00%
Assistant Musical Director	1.50%
Technical Director	\$1,000
Program Coordinator	0.80%
Director	4.00%
Assistant Director-- Musical	0.75%
Production Director	3.50%
Box Office Manager	0.80%
Program Coordinator	1.00%
Producer -- Musical	3.00%
Winter Festival/Competition Director	3.50%
Summer Camp Director	0.00%
Summer Camp Dance Instructor	0.00%
Summer Camp Music Instructor	0.00%
Summer Camp Art Instructor	0.00%

Cafeteria Monitor	
Per Shift (Shift is 2 lunch periods)	2.75%

Drivers Education	
Drivers Ed. Coordinator	\$1,500
Classroom Instructor	\$650/class
Drivers Ed. Instructors (5)	\$22/Hour

MIDDLE SCHOOL	
Mountview	
Yearbook Advisor	2.00%
Student Council Advisor	1.50%
Central District Music	0.80%
Central Tree	
Yearbook Advisor	1.50%
Student Council Advisor	2.00%
Thomas Prince	
Yearbook Advisor	1.50%
Chocksett	
Student Council Advisor	2.00%
Yearbook Advisor	1.50%
Paxton	
Student Council Advisor	2.00%
Yearbook Advisor	1.50%

Guide for Coaching Salaries					
% Masters Step 1 of Unit A Salary Schedule					
Ranges	Minimum		Mid-point		Maximum
Level 1	14.0%	15.0%	16.0%	17.0%	18.0%
includes Head Football Coach					
Level 2	9.0%	9.5%	10.0%	10.5%	11.5%
includes Varsity (Soccer, Baseball, Softball, Ice Hockey, Basketball, Field Hockey, Volleyball, Wrestling, Outdoor Track-Spring, Indoor Track-Winter, Lacrosse, Strength-Winter, Strength-Spring and Swimming)					
Level 3	7.0%	7.5%	8.5%	9.0%	10.0%
includes Varsity (Cross Country-Fall, Gymnastics and Alpine Skiing)					
includes Assistant (Football and Ice Hockey)					
includes JV Basketball					
Level 4	5.5%	6.0%	6.5%	7.0%	7.5%
includes Varsity (Tennis, Golf and Cheerleading)					
includes Assistant Swimming					
includes JV/Assistant (Soccer, Field Hockey, Volleyball, Ice Hockey, Indoor Track, Wrestling, Baseball, Softball, Gymnastics and Lacrosse)					
Level 5	4.0%	4.5%	5.0%	5.5%	6.0%
includes ALL Freshman Sports and JV Cheerleading					
Athletic Trainer		0.035%	per hour	580 hours	
Middle Schools	1.50%	1.75%	2.00%	2.50%	3.00%
**JV and Assistant or JV/Ass't are the same job - paid at Level 4 unless noted					

Coaching Positions

WRHS

Fall

Football

Head Coach
 Assistant Coach*
 Assistant Coach*
 Assistant Coach*
 Assistant Coach*
 Assistant Coach*
 Assistant Coach*

*Assistant Coaches are also
 utilized as JV coaches and
 freshman coaches

Football

Cheerleading

Head Coach
 Assistant Coach

Boys Soccer

Head Coach
 Freshman Coach
 Assistant/JV Coach

Girls Soccer

Head Coach
 Freshman Coach
 Assistant/JV Coach

Girls Volleyball

Head Coach
 Assistant/JV Coach

Field Hockey

Head Coach
 Assistant/JV Coach

WRHS

Winter

Boys Basketball

Head Coach
 Assistant/JV Coach
 Freshman

Girls Basketball

Head Coach
 Assistant/JV Coach

Freshman

Basketball

Cheerleading

Head Coach
 JV Coach

Girls Gymnastics

Head Coach

Ice Hockey

Head Coach
 Assistant Coach
 JV Coach

Hockey Cheerleading

Head Coach

Indoor Track

Boys/Girls Head Coach
 Assistant Coach
 Assistant Coach
 Assistant Coach

Boys Golf
Head Coach

Wrestling
Head Coach
Assistant/JV Coach

Track
Boys Cross Country
Girls Cross Country

Swimming
Head Coach
Assistant Coach

Strength
Head Coach

Strength
Head Coach

WRHS **Spring**
Baseball
Head Coach
Assistant/JV Coach

WRHS **Spring**
Boys Lacrosse
Head Coach
Assistant/JV Coach

Softball
Head Coach
JV Coach

Girls Lacrosse
Head Coach
Assistant/JV Coach

Girls Golf
Head Coach

Strength
Head Coach

Tennis
Head Girls
Head Boys

Outdoor Track
Head Coach Boys
Assistant Coach Boys

Head Coach Girls
Assistant Coach Girls

Boys Volleyball
Head Coach
Assistant/JV Coach

Mountview

Fall

Track
Boys
Girls

Soccer
Boys
Girls

Field Hockey

Chocksett

Track
Boys
Girls

Field Hockey

Central Tree

Track
Boys
Girls

Field Hockey

Paxton Center

Track
Boys
Girls

Thomas Prince

Track
Boys
Girls

Mountview

Winter

Basketball
Boys
Girls
Intramurals-Boys
Intramurals-Girls

Cheerleading

Chocksett

Basketball
Boys
Girls
Intramurals-Boys
Intramurals-Girls

Cheerleading

Central Tree

Basketball
Boys
Girls
Intramurals-Boys
Intramurals-Girls

Paxton Center

Cheerleading

Paxton Center

Basketball
Boys
Girls
Intramurals-Boys
Intramurals-Girls

Cheerleading

		Thomas Prince	Basketball Boys Girls Intramurals-Boys Intramurals-Girls
	Spring		Cheerleading Spring
Mountview	Flag Football	Central Tree	Flag Football
	Baseball		Baseball
	Softball		Softball
Chocksett	Flag Football	Paxton Center	Flag Football
	Baseball		Baseball
	Softball		Softball
	Lacrosse	Thomas Prince	
			Flag Football
			Baseball